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8 **UNITED STATES DISTRICT COURT FOR THE**  
9 **NORTHERN DISTRICT OF CALIFORNIA**  
10 **SAN JOSE DIVISION**

11 IN RE: HYUNDAI SONATA ENGINE  
12 LITIGATION

13 Case No. 5:15-cv-1685-BLF

14  
15 **~~[PROPOSED]~~ FINAL ORDER AND**  
16 **JUDGMENT**

1 Plaintiffs' Motion for Final Approval of Class Settlement and Motion for Attorney Fees,  
 2 Costs, and Service Awards came before the Court for hearing on December 15, 2016, pursuant to  
 3 the Order Granting Preliminary Approval of Class Settlement dated July 8, 2016 ("Preliminary  
 4 Approval Order"). Having considered the parties' Settlement Agreement, the objections to the  
 5 settlement, and all papers filed and proceedings had herein, for the reasons set forth in the Court's  
 6 January 23, 2017 Order Granting Plaintiffs' Motion for Final Approval of Class Action Settlement  
 7 And Granting In Part Motion For Attorneys' Fees, Costs, and Service Award (ECF 85),

8 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

9 1. This Court has subject matter jurisdiction over this action and personal jurisdiction  
 10 over Defendant Hyundai Motor America ("HMA") and Plaintiffs Elizabeth Mendoza and Beth  
 11 Graham.

12 2. Capitalized terms not otherwise defined herein shall have the same meaning as set  
 13 forth in the Settlement Agreement.

14 3. All preliminary findings and conclusions in the Court's preliminary approval order  
 15 are hereby made final. In particular, the Court affirms its findings that the following settlement  
 16 class ("Class") meets the requirements of Rule 23(b)(3) of the Federal Rules of Civil Procedure:

17 All owners and lessees of a Class Vehicle who purchased or leased the Class  
 18 Vehicle in the United States, excluding the territories, or abroad while on active  
 military duty.

19 Excluded from the Class are all claims for death, personal injury, property damage,  
 20 and subrogation. Also excluded from the Class are HMA; any affiliate, parent, or  
 21 subsidiary of HMA; any entity in which HMA has a controlling interest; any  
 22 officer, director, or employee of HMA; any successor or assign of HMA; any judge  
 to whom this Action is assigned, his or her spouse, and all persons within the third  
 degree of relationship to either of them, as well as the spouses of such persons.

23 "Class Vehicles" refer to all 2011, 2012, 2013, and 2014 model year Hyundai  
 24 Sonata vehicles factory equipped with a Theta II 2.0 liter or 2.4 liter gasoline direct  
 injection engine, which were purchased or leased in the United States, excluding  
 the territories, or abroad while a Class member was on active military duty.

25 This Class is certified with respect to the following causes of action:

26 Any claims that are based on (i) the facts alleged in any complaint filed in *In re: Hyundai*  
 27 *Sonata Engine Litigation*, No. 5:15-cv-1685 (N.D. Cal.), inclusive of the  
 28 underlying cases that were consolidated, and all legal claims of whatever type or  
 description arising out of, that may have arisen as a result of, or which could have  
 been brought based on, any of the facts, acts, events, transactions, occurrences,

1 courses of conduct, representations, omissions, circumstances or other matters  
 2 pleaded in complaints filed in *In re: Hyundai Sonata Engine Litigation*, No. 5:15-  
 3 cv-1685 (N.D. Cal.), inclusive of the underlying cases that were consolidated,  
 4 (ii) oil consumption, oil maintenance, engine repairs or replacement related to oil  
 5 maintenance for the Class Vehicles, or engine durability related to oil maintenance  
 6 for the Class Vehicles, or (iii) marketing or advertising for the oil consumption, oil  
 7 maintenance, engine repairs or replacement related to oil maintenance for the Class  
 8 Vehicles, or engine durability related to oil maintenance for the Class Vehicles.  
 9 Excluding claims for (i) death, (ii) personal injury, (iii) damage to tangible property  
 10 other than a Class Vehicle, or (iv) subrogation.

11       4. The Court finds that notice has been disseminated to the Class in compliance with  
 12 the Court's Preliminary Approval Order and that the notice given was the best notice practicable  
 13 under the circumstances, fully satisfied due process, and met the requirements of Rule 23 of the  
 14 Federal Rules of Civil Procedure.

15       5. The Court has carefully considered and overruled any objections to the proposed  
 16 settlement as set forth in the Court's January 23, 2017 Order Granting Plaintiffs' Motion for Final  
 17 Approval of Class Action Settlement And Granting In Part Motion For Attorneys' Fees, Costs,  
 18 and Service Award (ECF 85).

19       6. The Court finds that the Settlement is fair, reasonable, is in the best interests of the  
 20 Class, has been entered into in good faith, and should be and hereby is fully and finally approved  
 21 pursuant to Federal Rule of Civil Procedure 23.

22       7. The Court finds the attorneys' fees requested by Class Counsel are fair and  
 23 reasonable, given Class Counsel's lodestar of \$882,201, the results achieved through this  
 24 litigation, and the contingent nature of the fee. The Court has reviewed the records submitted by  
 25 Class Counsel and finds Class Counsel reasonably spent over 1,962 hours representing the class's  
 26 interests through this litigation, that Class Counsel's hourly rates are reasonable and in line with  
 27 the prevailing rates in the community for complex class action litigation and awards Class Counsel  
 28 attorneys' fees of \$761,415.67. The Court has reviewed the costs records submitted by Class  
 Counsel and finds that costs of \$25,241.33 incurred to prosecute the litigation were reasonable.  
 Accordingly, Class Counsel is hereby awarded attorneys' fees and costs in the amount of  
 \$786,657.00, to be paid by HMA pursuant to the terms of the Settlement.

1       8.     The Court finally approves the proposed settlement, finding that its terms appear  
2 sufficiently fair, reasonable, and adequate to warrant dissemination of notice of the proposed  
3 settlement to the Class. The Court finds that the settlement contains no obvious deficiencies, falls  
4 within the range of possible approval, and that the parties entered into the settlement in good faith,  
5 following arms-length negotiations between their respective counsel with the assistance of a  
6 neutral mediator.

7       9.     The Court further finds the requested service awards are fair and reasonable, given  
8 the time and effort expended by the class representatives on behalf of the Class. Plaintiff  
9 Mendoza and Plaintiff Graham are hereby awarded \$2,500 each, to be paid by HMA pursuant to  
10 the terms of the Settlement.

11      10.    The Mutual Release set forth in the Settlement, in Section VI, is incorporated  
12 herein and, as of the Effective Date, is binding and effective on all Class Members who have not  
13 properly excluded themselves from the Class.

14      11.    Attached to the Court's January 23, 2017 Order Granting Plaintiffs' Motion for  
15 Final Approval of Class Action Settlement And Granting In Part Motion For Attorneys' Fees,  
16 Costs, and Service Award (ECF 85) as Exhibit A (ECF 85-1) is a list setting forth the name of  
17 each person who properly excluded themselves from the Class in compliance with the procedures  
18 set forth in the Preliminary Approval Order. The persons so identified shall be neither entitled to  
19 benefits from the Settlement nor bound by this Final Order and Judgment.

20      12.    The Court dismisses with prejudice *In re Hyundai Sonata Engine Litigation*, Case  
21 No. 5:15-cv-1685.

22      13.    All members of the Class who did not make a valid request for exclusion in the  
23 time and manner provided in the Class Notice are barred, permanently enjoined, and restrained  
24 from commencing or prosecuting any action, suit, proceeding, claim or cause of action in any  
25 jurisdiction or court against HMA, Hyundai America Technical Center, Inc. (also doing business  
26 as Hyundai-Kia America Technical Center), Hyundai Motor Company, all affiliates of the  
27 Hyundai Motor Group, or any other Releasee based upon, relating to, or arising out of, any of the  
28 claims covered by the Mutual Release set forth in the Settlement, in Section VI.

1       14. The Settlement Agreement, acts performed in furtherance of the Settlement or the  
2 settlement set forth therein, and documents executed in furtherance of the Settlement may not be  
3 deemed or used as evidence of an admission or other statement supporting: (a) the validity of any  
4 claim made by the Class Representatives, Class members, or Class Counsel (including the  
5 appropriateness of class certification); (b) any wrongdoing or liability of the Releasees; or (c) any  
6 fault or omission of the Releasees in any court, administrative agency, or other proceeding.

7       15. The Settlement Agreement shall not be offered or be admissible in evidence against  
8 HMA, Hyundai America Technical Center, Inc. (also doing business as Hyundai-Kia America  
9 Technical Center), Hyundai Motor Company, Corporation, all affiliates of the Hyundai Motor  
10 Group, and/or their affiliates or cited or referred to in any action or proceeding, except in an action  
11 or proceeding that is in furtherance of its terms or brought to enforce its terms.

12       16. If this Order is set aside, materially modified, or overturned by this Court or on  
13 appeal, and is not fully reinstated on further appeal, this Order shall be deemed vacated and shall  
14 have no force or effect whatsoever.

15       17. There being no just reason for delay, the Court, in the interests of justice, expressly  
16 directs the Clerk of the Court to enter this Final Order and Judgment, and hereby decrees that,  
17 upon entry, it be deemed a final judgment. Without affecting the finality of this Judgment in any  
18 way, this Court hereby retains continuing jurisdiction over (a) implementation of the Settlement;  
19 (b) further proceedings, if necessary, on applications for attorneys' fees, expenses, and costs in  
20 connection with the action and the settlement; and (c) the Parties and the Class Members for the  
21 purpose of construing, enforcing, and administering the Settlement Agreement and all orders and  
22 judgments entered in connection therewith.

23  
24 Dated: January 31, 2017

  
BETH LABSON FREEMAN  
United States District Court Judge